

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM681648

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Buncee LLC aka Buncee, LLC		09/01/2021	Limited Liability Company: NEW YORK
Marie Clarke Arturi		09/01/2021	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Coughlan Companies, LLC		
Street Address:	1710 Roe Crest Drive		
City:	North Mankato		
State/Country:	MINNESOTA		
Postal Code:	56003		
Entity Type:	Limited Liability Company: MINNESOTA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86880958	B	
Serial Number:	85177778	BUNCEE	
CORRESPONDENCE DATA			
Fax Number:	6124927077		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6124927000		
Email:	plarson@fredlaw.com		
Correspondent Name:	Patricia Larson, Sr. Trademark Paralegal		
Address Line 1:	Fredrikson & Byron, P.A.		
Address Line 2:	200 S. Sixth Street, Suite 4000		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Patricia A. Larson		
SIGNATURE:	/Patricia A. Larson/		
DATE SIGNED:	10/18/2021		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment”) is entered into this 1st day of September, 2021, between Buncee, LLC a New York limited liability company (“Company”), Marie Clarke Arturi (“Managing Member”) (Company and Managing Member are collectively “Assignors”) and Coughlan Companies, LLC, a Minnesota limited liability company (“Assignee”).

BACKGROUND:

Assignors and Assignee are parties to that certain Asset Purchase Agreement, dated as August 4, 2021 (the “Purchase Agreement”), pursuant to which, among other things, Assignors are selling to Assignee the Intellectual Property Assets including, without limitation, the Intellectual Property Registrations and unregistered trademarks listed on Exhibit A attached hereto (as each is defined in the Purchase Agreement) and Assignors have agreed to execute and deliver this IP Assignment.

AGREEMENTS:

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignors hereby irrevocably convey, assign, transfer, and deliver to Assignee, without any restrictions, limitations, or reservations, all of Assignors’ rights, title, and interest in and to the Intellectual Property, Assets, as fully and entirely as the same would have been held and enjoyed by Assignors had this IP Assignment not been made, including (a) any and all rights of priority thereto and renewals thereof, as may now or hereafter be granted to it by law, (b) all associated goodwill, (c) all income, royalties, or payments now or hereafter due or payable with respect thereto, and (d) any and all rights corresponding thereto throughout the world, including rights, interests, claims, and demands recoverable in law or equity that Assignors have or may have in profits and damages for past, present and future infringements of the Intellectual Property Assets, including the right to compromise, sue for, and collect such profits and damages, and Assignee does hereby accept assignment of the Intellectual Property Assets from Assignors.

2. Successors and Assigns. This IP Assignment will bind and inure to the benefit of Assignors and Assignee and their respective successors and permitted assigns.

3. Terms of Purchase Agreement. This IP Assignment is subject to the terms and conditions set forth in the Purchase Agreement and is intended to memorialize the assignment of Intellectual Property Assets thereunder. Nothing in this IP Assignment, express or implied, is intended or shall be construed to modify, defeat, impair or limit in any way the rights, obligations, claims or remedies of the parties as set forth in the Purchase Agreement. In the event of any ambiguity or conflict between the terms hereof and the Purchase Agreement, the terms of the Purchase Agreement are controlling.

4. Recordation. This IP Assignment has been executed and delivered by Assignors with the intention of recording the assignment herein, as applicable, with the U.S. Patent and Trademark Office, US Copyright Office and any other similar governmental authorities, and Assignee shall have the right to record this IP Assignment with any applicable governmental authority so as to perfect its ownership of the Intellectual Property Assets, including the Intellectual Property Registrations.

5. Further Assurances. Assignors covenant and agree, at Assignors' expense, to execute and to deliver, at the request of Assignee, such further instruments of transfer and assignment and to take such other action as Assignee may reasonably request from time to time to more effectively consummate the transfers and assignments contemplated by this IP Assignment, and to take such other action as Assignee may reasonably request of Assignors from time to time, to perfect or record the right or title of Assignee to the Intellectual Property Assets transferred hereby. Assignors shall also, upon Assignee's reasonable request, comply with any required procedures necessary to perfect and complete the transfer of any applicable domain name registrations to Assignee, including but not limited to (a) unlocking the domain names and providing the authorization code for the domain names to Assignee; (b) executing and/or completing such other additional documents or forms as are delivered to Assignors by Assignee or the applicable registrar; and (c) taking the necessary steps required by the applicable registrar to transfer the domain names to Assignee. Assignors agrees to cooperate with Assignee and the applicable registrar to facilitate the filing and processing of all forms and other formalities (including changing passwords, user names and IP addresses) necessary to complete the transfer of the registration for the domain names. Assignors shall, and shall cause its affiliates and persons under its control to, retain the registration for the domain names until they are effectively transferred to Assignee by the domain name registrars.

6. Governing Law. This IP Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Minnesota for contracts entered into and wholly performed in such state.

7. Counterparts. This IP Assignment may be executed in counterparts, including facsimile counterparts, each of which when so executed and delivered shall constitute a complete and original instrument, all of which when taken together shall constitute one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, Assignors and Assignee have executed this Intellectual Property Assignment Agreement as of the date and year first above written.

ASSIGNORS:

BUNCEE, LLC

By: 
Name: Marie Clarke Arturi
Title: Managing Member and CEO

ASSIGNEE:

COUGHLAN COMPANIES, LLC

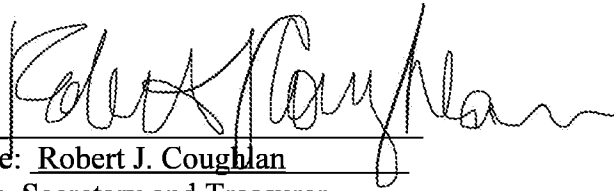


By: 
Name: Robert J. Coughlan
Title: Secretary and Treasurer

EXHIBIT A
Intellectual Property Registrations

US Trademarks:

Trademark	App. No./Reg. No.	App. Date	Reg. Date	Country	Owner of Record	Status
Stylized lowercase letter "B" having a teardrop shaped inside portion 	SN: 86-880,958	Jan. 20, 2016	Aug. 30, 2016	United States	Buncee LLC	Registered
"BUNCEE"	SN 85-177-778	Nov. 16, 2010	Dec. 27, 2011	United States	Buncee LLC	Registered
	Unregistered					

U.S. Copyright Registrations:

Title	Reg. No.	Reg. Date	Owner of Record
Buncee Assets – Mobile/iMessage	VAu 1-275-321	Sept. 9, 2016	Buncee LLC
Buncee Assets - Mobile/iMessage 2	VAu001275303	2016-09-15	Buncee LLC
Buncee Assets – Website 2	VAu 1-319-782	July 13, 2017	Buncee LLC
Buncee Assets A	VAu001356495	2018-12-17	Buncee LLC
Buncee Assets B	VAu001357500	2018-12-17	Buncee LLC
Buncee Assets C	VAu001355736	2018-12-17	Buncee LLC
Buncee Assets Web	VAu001340324	2018-06-14	Buncee LLC
Buncee Assets Web 2	VAu001340331	2018-06-15	Buncee LLC
Buncee Assets Web 3	VAu001340334	2018-06-15	Buncee LLC
Buncee Assets - Website 1	VAu001315903	2017-07-13	Buncee LLC
Buncee Assets - Website 3	VAu001320591	2018-06-14	Buncee LLC
Buncee Assets – Website	VAu001241503	2016-01-13	Buncee LLC

Domain Names:

Domain Name	Status	Registrar	Expiration Date	Registrant
App.edu.buncee.com	Registered	Domain.com, LLC	4/03/2022	